

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Lou Hammond & Associates, 39 East 51st Street, New York, NY 10022		2. Registration No. 5935						
3. Name of Foreign Principal Bermuda Department of Tourism	4. Principal Address of Foreign Principal 675 Third Avenue, Floor 20, New York, NY 10017							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Tourism								
b) Name and title of official with whom registrant deals William Griffith, Director of Tourism								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 18, 2013	Laura Cohen Controller	/s/ Laura Cohen eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Lou Hammond & Associates

2. Registration No.

5935

3. Name of Foreign Principal

Bermuda Department of Tourism

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Annual contract, monthly activity reports

8: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public Relations Services

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 18, 2013	Laura Cohen Controller	/s/ Laura Cohen eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Bermuda Department of Tourism
Global House, 43 Church Street Tel 441 292 0023 Fax 441 292 7537
Hamilton HM 12, Bermuda www.bermudatourism.com

ANNEX I

1st October, 2012

Ms. Lou Rena Hammond
Lou Hammond & Associates
39 E. 51st Street
New York, NY. 10022

Dear Ms. Hammond:

This letter shall serve as the Agreement (hereinafter referred to as the "Agreement") made on 1st October, 2012 between the Bermuda Department of Tourism, acting on behalf of the Government of Bermuda, whose principal place of business is situated at 675 Third Avenue, 20th Floor, New York, NY 10017 (hereinafter referred to as "BDOT") and Lou Hammond & Associates, Inc., (hereinafter referred to as "LH&A"), for the provision of public relations services (hereinafter referred to as the "Services") for the period of 1st October, 2012 to 30th September, 2013. BDOT and LH&A may also be referred to as the "Party" or together as "Parties" from time to time in the Agreement.

1 The Services

- 1.1 LH&A shall develop and execute public relations services to include, but not limited to the management of a 24 hour-a-day news bureau; press kit development and dissemination; press releases; media mailing and contact lists; computer addendum; computerized editorial calendar; media interviews; group press trips; individual press trips; non-sponsored visitor outreach programme photo and videotape file management; marketing support; partner outreach and all other public relations services.
- 1.2 LH&A shall be responsible for the effective, efficient and professional delivery of all of the Services either by itself or through any affiliates or associates which LH&A may engage as subcontractors.

LH&A Initials

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2 Staffing and Supervision

- 2.1 LH&A shall secure at their own expense all personnel required in performing the Services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with BDOT. All of the Services required hereunder shall be performed by LH&A or under their supervision, and all personnel engaged in the work shall be fully qualified to perform the Services;
- 2.2 BDOT shall be responsible for obtaining all work permits as required by the laws and regulations of the Government of Bermuda for the performance of duties and responsibilities in accordance with the Agreement in the Islands of Bermuda;
- 2.3 During the continuance of the Agreement LH&A shall unless prevented by unavoidable circumstances, diligently and faithfully use their best endeavours with all appropriate skill and ability to carry out and perform the Services for the BDOT upon the terms and conditions contained in the Agreement.

3 Operating Procedures

- 3.1 LH&A will obtain BDOT's written approval before making commitments in the performance of the Services. If occasional circumstances necessitate that advance approvals be oral, LH&A will obtain subsequent written confirmations as promptly as practicable; and
- 3.2 It is understood that BDOT reserves the right to modify, revise or cancel any plans, schedules or work, and in the event BDOT notifies LH&A that BDOT wishes to do so, LH&A will take steps as promptly as practicable to give effect to BDOT's instructions. In connection with any such action, BDOT agrees to pay LH&A according to the terms of the Agreement for any work done including any Agreements and commitments LH&A is unable to cancel and to reimburse LH&A for any cancellation penalties incurred.

4 Compensation and Payment Schedule

- 4.1 BDOT agrees to pay LH&A with an amount not to exceed Five hundred and seventy nine thousand six hundred dollars (\$579,600) for the period of the Agreement. This amount represents BDOT's compensation and other costs payable to LH&A to be expended on behalf of BDOT.
 - 4.1.1 As part of the above mentioned amount, BDOT shall pay LH&A for the performance of the Services by a public relation service fee, of Three hundred and eighty seven thousand six hundred dollars (\$387,600), which

LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2012

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will be billed in arrears by six monthly instalments of Thirty two thousand three hundred dollars (\$32,300.00). Invoices for the fee will be rendered on the first day of each month and shall become payable net thirty (30) days after the receipt of the invoice; and

4.1.2 BDOT shall reimburse LH&A's expenses. This expense shall not exceed One Hundred and Ninety Two Thousand dollars (\$192,000.00).

- 4.2 Reimbursement for expenses shall be paid on a monthly basis upon receipt of vouchers or other evidence supporting the payment or incurrence of such expenses;
- 4.3 Expenses shall include staff travel, press trips (airfare, lodging, meals, ground transportation, and miscellaneous expenses) clipping service, printing, word processing, photocopying, postage, taxis, long distance calls and messenger services. A detailed list of expected expenses shall be approved by BDOT in advance;
- 4.4 Claims for payment of out of pocket expenses shall be made monthly in arrears and shall be accompanied by the appropriate vouchers, receipts or other evidence supporting the payment or incurrence of such expenses;
- 4.5 BDOT agrees to pay all expenses within thirty (30) days after the receipt of the afore-mentioned evidence unless disputed in writing;
- 4.6 All dollar amounts stated in the Agreement are in United States Dollars. All payments made pursuant to the Agreement shall be paid in United States Dollars;
- 4.7 BDOT shall not be responsible for any payments over and above the total amount stated in section 4.1 of the Agreement unless otherwise agreed to in advance by both Parties;
- 4.8 All payments and fees made to LH&A under the Agreement shall be paid by cheque to Lou Hammond & Associates, Inc.; and
- 4.9 BDOT acknowledges and agrees to make all payments set forth under this Section 4 and its subsections and that failure to pay shall be deemed a material breach of the Agreement.

5 Tax

- 5.1 LH&A shall provide proof of registration with the Tax Commissioner in connection with any liability for payroll taxes in accordance with the Payroll Tax Act 1995 and social insurance, if any.

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6 Term, Termination and Renewal

6.1 The Agreement will take effect on October 1, 2012 or the date of execution by both Parties and will continue until September 30, 2013 or until all obligations under the Agreement have been satisfied, unless terminated earlier pursuant to the terms and conditions hereof;

6.2 Without prejudice to any other rights or remedies that either Party may have, either Party may terminate the Agreement by providing thirty (30) days prior written notice to the other;

6.3 Either Party hereto may terminate the Agreement if:

6.3.1 The other Party fails to observe or perform any term of the Agreement and fails to remedy such breach within thirty (30) days after written notice thereof has been given to the Party in breach;

6.3.2 If either Party is in breach of any term of the Agreement in any respect and such breach continues for a period of thirty (30) days, neither Party shall be liable to the other for any loss, damage or expense claimed or suffered by the other Party which is not the result of the other Party's breach;

6.3.3 If either Party shall (i) make an assignment for the benefit of a creditor; (ii) be adjudicated bankrupt, (iii) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other such relief (iv) has filed against it an involuntary petition in bankruptcy, which petition is not discharged within thirty (30) days, or (v) applies for or permits the appointment of a receiver or trustee for its assets or (vi) is deemed to be unable to pay its debts;

6.3.4 If either Party, being a firm or partnership (i) is dissolved or in any case, (ii) commits any act of bankruptcy or has a receiving order made against it or (iii) makes or negotiates for any composition or arrangement with or assignment for the benefit of its creditors;

6.3.5 Any of the representations or warranties made in the Agreement shall prove to be untrue or inaccurate in any material respect;

6.3.6 The performance of either Party's obligation shall expose LH&A or BDOT its parent, subsidiaries and affiliated companies, and their respective directors, officers, employees, agents, successors and assigns, to civil or criminal proceedings of any kind.

- 6.4 Upon the event of termination of the Agreement notwithstanding the foregoing, the Parties further agree that under this Section.

6.4.1 LH&A shall immediately refund BDOT a mutually agreed amount of the public relations service fee paid by BDOT and any money that has been paid by BDOT towards expenses that have not been committed to being paid to a third Party pursuant to a legally binding agreement; and

6.4.2 BDOT shall immediately reimburse LH&A for any money that LH&A has paid for Expenses pursuant to a legally binding agreement that have not been otherwise reimbursed to LH&A;

6.4.3 BDOT shall not look to any of LH&A affiliated companies for any reimbursement of money if that money has been already used or committed to being used, pursuant to a legally binding agreement, to pay for the Services provided hereunder by LH&A or a third party;

6.4.4 Upon payment by BDOT of all indebtedness due to LH&A, LH&A will within seven (7) days after termination, ship or deliver to BDOT (or if BDOT prefers, to any successor agency), at BDOT's expense, all materials belonging to BDOT that are in the possession or control of LH&A;

6.4.5 LH&A will within seven (7) days after termination, transfer to BDOT, and BDOT will accept, all rights and obligations under existing agreements or commitments entered into by LH&A (whether as principal or agent) on behalf of BDOT and with its approval, except that any non-transferable agreement or commitment will be carried to completion by LH&A, and paid for in accordance with the terms of the Agreement by BDOT, unless some other mutually-acceptable approach is agreed to in writing.

- 6.5 The respective rights and responsibilities of BDOT and LH&A will continue in force during the notice period, including the ordering and billing by LH&A of space and time in media and the receipt by LH&A of any fees earned (regardless of whether the advertising runs during or after the notice period or whether it is created or placed by LH&A or someone else). Termination of LH&A's appointment will be effective at the end of the notice period.

7 Indemnification

- 7.1 LH&A shall indemnify, defend and hold harmless BDOT from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of arbitration/suit, arising out of any alleged or actual breach by LH&A of the Agreement or the material breach of any warranty or representation made by LH&A or any act or omission by LH&A in the performance of the Agreement or fulfilling the purposes hereof;

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- 7.2 Notwithstanding anything to the contrary contained herein, LH&A shall not under any circumstances be liable for consequential, incidental, punitive, special, exemplary or indirect damages, or lost profits in connection with claims by BDOT, regardless of the form of the action, or whether in contract or tort; and
- 7.3 Each Party shall give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in the Agreement. At the option of the Party from which indemnification is requested, said Party may assume the defence of any such claim or litigation, in which event the Party requesting indemnification shall cooperate fully in the defence thereof. If the Party from which indemnification is requested assumes the handling, settlement or defence of any such claim or litigation, said Party's obligation with respect thereto shall be limited to holding the Party requesting indemnification harmless from any judgment paid on account of such claim or litigation, or any settlement which is made or approved in connection therewith by the Party from which indemnification is requested.

8 Representations & Warranties

8.1 BDOT represents and warrants to LH&A that:

8.1.1 It has the full right and legal authority to enter into and fully perform its obligations and duties under the Agreement in accordance with the terms and conditions hereunder without violating the rights of any third party. It has not and will not at any time during the term of the Agreement enter into any agreement or commitment with any third party that will prevent or interfere with the full and complete performance of its obligations hereunder, or with LH&A's full exercise and enjoyment of its rights hereunder;

8.1.2 It shall be fully responsible for making all required payments set forth in the Agreement in a timely manner, and that its failure to do so shall constitute a material breach of the Agreement;

8.1.3 The execution, delivery and performance of the Agreement does not conflict or result in the breach or termination of any provision of or constitute a default under any agreement or other undertaking binding on BDOT;

8.1.4 No suit, action or arbitration or legal, administrative or other proceeding is pending against BDOT that shall affect the validity or enforceability of the Agreement or the ability of either Party to fulfil its obligations under the Agreement; and



8.1.5 It will facilitate communication between offices of the Bermuda Government and LH&A, including without limitation, to assist LH&A in securing the necessary work permits.

8.2 LH&A represents and warrants to BDOT that;

8.2.1 It has the full right and legal authority to enter into and fully perform its obligations and duties under the Agreement in accordance with the terms and conditions hereunder without violating the rights of any third party;

8.2.2 It has not and will not at any time during the term of the Agreement enter into any agreement or commitment with any third party that will prevent or interfere with the full and complete performance of its obligations hereunder, or with BDOT's full exercise and enjoyment of its rights hereunder;

8.2.3 During the term of the Agreement it will not engage or be interested either directly or indirectly in providing for a county, state or province services of a kind provided for in the Agreement to any other beach destinations located within the Caribbean islands, Mexico and the Eastern Continental U.S.

9 Miscellaneous

9.1 LH&A shall obtain all necessary releases, licenses, permits or other authorizations to use photographs, copyright materials, art work or any other proprietary rights belonging to third parties obtained by LH&A for use in performing Services for BDOT;

9.2 LH&A shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties hereto or any of their affiliates or subsidiaries, or to provide either Party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other Party;

9.3 LH&A agrees that any work prepared by LH&A under the Agreement shall be considered "work for hire" unless otherwise specified. BDOT shall have ownership of all materials, written documents, website designs, data, content, images, templates and ideas embodied therein resulting from the Services provided by LH&A under the Agreement; and

9.4 LH&A shall not communicate or correspond with the media or any members of Parliament of Bermuda without the express written permission of BDOT.

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Lou Hammond & Associates, Inc. Agreement 2012

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10 Insurance

- 10.1 During the Term of the Agreement, LH&A shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by BDOT which shall name BDOT as additional insured. Expense of premium will be deemed to be a normal operating expense. It is agreed that BDOT and the Accountant General's Office will review the policy or policies to ensure that the terms and conditions satisfy the requirements under the Agreement. Copies of said policies should be sent to the attention of William Griffith, Director of Tourism, 43 Global House, Church Street, Hamilton HM12, Bermuda; and
- 10.2 LH&A shall prior to the commencement of the Agreement or during the term and thereafter upon any renewal of the Agreement supply the Accountant General with copies of all insurance policies, cover notes, premium receipts and other documents as necessary.

11 Ownership and Confidentiality

- 11.1 The Parties hereto agree to maintain in confidence and not disclose to anyone (except either Party's authorized agents and legal and financial representatives) the terms and conditions of the Agreement except to the extent that proposed disclosure of any specific terms or conditions hereof by either Party is authorized in advance by the other Party;
- 11.2 To the extent permitted by each Party, it is further agreed that the transference of any documents and other materials (including magnetic tapes, disks or other storage media) embodying any confidential information from one Party to the other Party and/or developed in accordance with the terms of the Agreement shall be the sole property of BDOT;
- 11.3 LH&A assigns to BDOT the entire copyright throughout the world and all other rights of a like nature subsisting or conferred in respect of any report prepared by LH&A and delivered to BDOT pursuant to the Agreement and the ownership of the same shall vest in BDOT;
- 11.4 Each Party shall protect all such confidential information from unauthorized disclosure with the same degree of care, but no less than reasonable care, as the owning Party uses to protect its own confidential and proprietary business information;
- 11.5 LH&A agrees not to communicate or correspond with the local media or members of the Bermuda Parliament concerning the Services provided hereunder or the terms and conditions of the Agreement without the express written permission of BDOT;

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- 11.6 LH&A further agrees that all employees of LH&A agree, as a condition of employment with LH&A, to respect and maintain the confidentiality of materials provided by either party pursuant to the terms of the Agreement. All data relating to the BDOT study shall be completely confidential and shall not be used in conjunction with any other assignments;
- 11.7 LH&A agrees that all materials / information collected and reports produced shall remain the sole property of the BDOT;
- 11.8 LH&A acknowledges its responsibility both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by LH&A for and on behalf of BDOT or disclosed by BDOT to LH&A. No copies of the data or report will be made or distributed to any Party other than BDOT;
- 11.9 LH&A's obligations as set forth in this paragraph shall not extend to any information or data in the public domain other than by breach of the Agreement on the part of LH&A, rightfully received from a third party without any obligation of confidentiality, rightfully known to LH&A without any limitation on use or disclosure prior to its receipt from BDOT, or generally made available to third parties by BDOT without restriction of disclosure;
- 11.10 LH&A will safeguard BDOT materials in its possession, and will be financially responsible for their loss, damage or destruction, where such loss, damage or destruction is due to LH&A's negligence.

12 Records and Audits

- 12.1 LH&A shall keep full, accurate and detailed records of all expenditure and liabilities incurred for the period of the Agreement; and
- 12.2 The Government of Bermuda and its authorized representatives shall have the right to inspect and audit the books, payrolls, accounts and records of LH&A and make transcripts therefrom, during regular office hours or at mutually agreed times, with respect to any matter related to the Agreement.

13 Severability

- 13.1 If any provision of the Agreement should be held to be invalid in any way or unenforceable, the remaining terms and provisions of the Agreement shall remain in full force and effect and such invalid, illegal or unenforceable term or provision shall be deemed modified to the limited extent required to permit its enforcement in a manner closely approximating the intention of the Parties as expressed herein.

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14 Dispute Resolution

- 14.1 Any grievance arising out of or in connection with the Agreement shall be referred to mediation and the Parties hereto agree first to try in good faith to settle the dispute by mediation before resorting to arbitration.
- 14.2 The mediator shall be appointed by agreement between the parties or, in default of agreement, appointed by the Bermuda Branch of the Chartered Institute of Arbitrators, London, UK, or the Bermuda Bar Association in that order of priority. The mediator shall determine the procedure and the rules for the mediation.
- 14.3 Any grievance arising out of or in connection with the Agreement not resolved in the mediation process shall be referred to and determined by a sole arbitrator unless specific performance is being sought by one of the parties. The parties shall endeavour to appoint a single arbitrator by agreement, failing which the appointment provisions of the Arbitration Act 1986 shall apply. The arbitrator shall determine the procedure and the rules for the arbitration.

15 Force Majeure

- 15.1 Notwithstanding any other provision of the Agreement, no default, delay or failure to perform on the part of either Party shall be considered a breach of the Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the Party charged with such responsibility and renders such Party's performance hereunder impossible or that renders either Party unable to fully perform as required hereunder including, but not limited to causes such as fire, casualty, strikes, lock-outs, or other labour disputes, riots, civil disturbances, actions or inaction of Government authorities, epidemics, wars, (whether nuclear, biological, chemical or not), hostilities (whether war be declared or not) terrorist incidents, embargoes, storms, floods, fires, earthquakes, hurricanes, acts of God or a public enemy, computer downtime or the default of a common carrier and the Minister of Tourism shall in his/her absolute discretion and in the public interest determine what is a "cause beyond the reasonable control" of the Party concerned (hereinafter called a "Force Majeure Event");
- 15.2 If either Party is prevented from performing any of its obligations under the Agreement due to a Force Majeure Event lasting for a period in excess of seven (7) days, either Party may terminate the Agreement and shall notify the other Party of the fact in writing within ten (10) days of termination hereunder;
- 15.3 If the Agreement is terminated in this way, LH&A shall refund a mutually agreed upon amount of consideration paid by BDOT pursuant to the terms of the

Agreement which BDOT has already paid for any unperformed Services under the Agreement;

15.4 Notwithstanding the foregoing, the Parties further agree that in the event of termination under this section, BDOT shall not look to LH&A or any of its affiliated companies for any reimbursement of money if that money has been already used or committed to being used, pursuant to a legally binding agreement, to pay for the services provided hereunder by LH&A or a third party; and

15.5 The Parties agree that the "Term, Termination and Renewal" clause set out above hereof shall apply in the event of a Force Majeure Event.

16 Retention/Security

16.1 BDOT shall have the right to retain the final payment for a period of up to ninety (90) days following delivery of final service or the date of termination of the Agreement, whichever is later. Such period being allowed to ascertain whether or not full compliance with the terms of the Agreement has been achieved.

17 Waiver

17.1 No waiver by either Party whether express or implied of any provision of the Agreement or of any breach or default of either Party shall constitute a continuing waiver or a waiver of any other provision of the Agreement unless made in writing and signed by the Party against whom the waiver would otherwise be enforced;

18 Notices

18.1 Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered mail (postage prepaid and return receipt requested) or overnight delivery to the address set forth below, unless notification of a change of address is given in writing. Notice may be sent by confirmed facsimile transmission, or by electronic mail (but a hard copy must also be mailed), and shall be deemed to have been received by the addressee within seven (7) days of posting or twenty-four (24) hours if sent by facsimile transmission, or by electronic mail, to the correct facsimile number or electronic mail address. Notice shall be deemed given when mailed and faxed to the following:

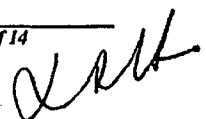
If to BDOT: William Griffith,

LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2012

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BDOT Initials *W*



Director of tourism,
Bermuda Department of Tourism
Global House, 43 Church Street,
Hamilton, HM 12, Bermuda
Email: wgriffith@gov.bm
Fax: (441) 292-7537

If to LH&A: Lou Rena Hammond
Chairman and Founder
Lou Hammond & Associates, Inc.
39 East 51st Street
New York, NY. 10022
Email: lha@lhammond.com
Fax: 212-891-0200

19 Change of Address

19.1 Each of the Parties shall give notice to the other of the changes or acquisition of any address or telephone or similar number at the earliest opportunity, but in any event within forty-eight (48) hours of such change or acquisition.

20 Non-assignment

20.1 The Agreement and any of the rights, interests or obligations hereunder cannot be assigned by LH&A or LH&A's subcontractors, subsidiaries, divisions, affiliates or other related entities without the consent of BDOT. Any assignment under this provision shall not relieve the assignor of its obligations under the Agreement.

22 Entire Agreement

22.1 The Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof, and supersedes and replaces all Agreements, arrangements and understandings relating to the subject matter hereof, whether reduced to writing or not, that may have preceded the Agreement.

22 Governing Law

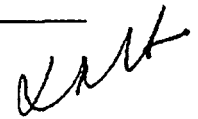
22.1 The Agreement shall be governed by and construed in accordance with the law for the time being of Bermuda;

LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2012

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23 Titles and Paragraph Headings

23.1 Title and paragraph headings contained in the Agreement are for convenient reference and do not constitute part of the Agreement;

24 Relationship of the Parties

24.1 Nothing herein shall be construed as creating a joint venture or partnership by or between LH&A and BDOT so as to make either Party hereto an agent or partner of the other. Neither Party shall become liable or bound by any representation, act, omission or agreement of the other, which is contrary to the provisions of the Agreement.

25 Amendments

25.1 No amendment or modification of the Agreement or any provision of the Agreement shall be effective unless in writing and signed by both Parties.

26 Assignment of Responsibilities

26.1 LH&A shall provide an account executive who will liaise with the officer assigned by BDOT with responsibility for the execution of the terms of the Agreement;

26.2 The Manager of Marketing of BDOT shall be responsible for the performance of the Agreement on its behalf;

27 Survival

27.1 The following provisions of 7 (Indemnification), 8 (Representations & Warranties) and 11 (Ownership and Confidentiality), shall survive the expiration or earlier termination of the Agreement.

28 Default in Performance

28.1 The Director of Tourism may investigate each case where LH&A appears to have failed to perform the Services in accordance with the provisions of the Agreement;

28.2 Where the Director of Tourism is satisfied that in any particular case the LH&A has failed to perform the Services completely and/or in accordance with the

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provisions of the Agreement, she shall be entitled to instruct LH&A to remedy the failure in order to comply fully with the Agreement within such reasonable period as the Director of Tourism may determine.

IN WITNESS WHEREOF, BDOT and LH&A have executed the Agreement on the

12th day of Nov., 2012.

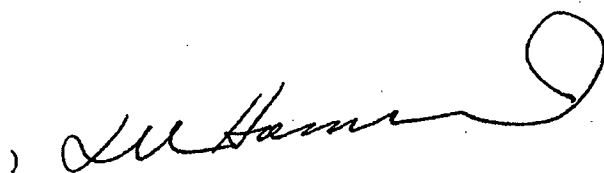
Signed by William Griffith,)
Director of Tourism)
Bermuda Department of Tourism)
of the Ministry of Business Development and Tourism)
on behalf of the Government of Bermuda)

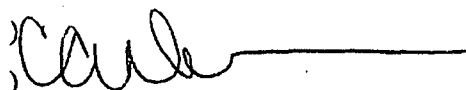
PP: 

Witness Name:


Witness Address:

Signed by Lou Rena Hammond)
Chairman and Founder)
on behalf of)
Lou Hammond & Associates, Inc.)
in the presence of :





Witness Name: Cristiana Necea
Witness Address: 149-34 122 Avenue
Whitestone, NY 11357


675 TH. RD NW-
20th Nov
04 24 10017.

